

Account Holder Detail

Please complete in full and return with all supporting and relevant documents

First Name	Last Name	Company Name for business purposes	
Installation Street Address		Area	City
Mobile	Alternative nr	Landline	GPS location
E-mail Address 1	Special requirements:		
E-mail Address 2	<ul style="list-style-type: none"> Any special requirements or technical questions contact support@ibits.co.za prior to installation. 		

- **Monthly charges by debit order only in advance. Debit Order bounce fee of R95 per attempt.**
- **Startup month data and SLA requires a debit deduction directly on or after day of installation.**
- **No initial installation cost. Top ups ordered will be for immediate deduction.**
- **Standard install consists of pole, bracket, CPE, cable only. De & Re Installation fee of R450.**
- **Wi-Fi router is optional/ additional and does not form part of the SLA. To bring into our office (free set up) or purchase new prior to your installation.**
- **Please note you can use the internet DIRECT on the LAN cable plugged into a laptop or pc.**
- **Please note post installation subscriber's internet will become active within 24-48hours.**

Copy of ID or driver's license	
Proof of street address	
Proof of bank account	
Company Registration & VAT	

All relevant documentation must be accompanied where applicable

Package Selection for initial startup from installation day

after installation date. If no data is required, you still need to pay for the SLA if applicable

Please note that a debit deduction will run directly

R99 SLA antenna line rental	+	R	Gigabytes on capped	=	R	total	Initial startup
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Package Selection for ongoing monthly data

Please choose package for the next full month thereafter

R99 SLA antenna line rental	+	R	Gigabytes on capped	=	R	total	monthly
R99 SLA antenna line rental	+	R	Mbps uncapped (up to)	=	R	total	monthly

Wi-Fi Router

Optional. Please choose which type

 Tenda www.tendacn.com depending on stock on hand-only available to IBITS Internet customers

 R Once off

AC6@ R430 incl. or AC10@R600 incl. or AC18@ R1200incl.

Customer Acceptance of order

 Signing agreement for pages 1 to 4 hereby confirms that all the information is true and correct. The customer acknowledges the terms and conditions as set out in this agreement and per www.ibits.co.za

Name and Surname	Signature of Applicant	/ /2018	at place
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Office Use

Approved by	Account Nr	<input type="text"/>
Installation day	Date	Time Slot
Installation Technician	Date	Sign



SLA

R 99 pm

Line Rental

Enquire

www.ibits.co.za

CAPPED WIRELESS INTERNET

<p>30GB</p> <p>R 199 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>50GB</p> <p>R 249 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>100GB</p> <p>R 299 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>150GB</p> <p>R 399 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>200GB</p> <p>R 499 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	
<p>250GB</p> <p>R 599 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>300GB</p> <p>R 699 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>350GB</p> <p>R 799 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>400GB</p> <p>R 899 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>500GB</p> <p>R 999 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>600GB</p> <p>R 1199 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>
<p>700GB</p> <p>R 1399 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>800GB</p> <p>R 1599 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>900GB</p> <p>R 1799 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>1000GB</p> <p>R 1999 pm</p> <p>Unshaped</p> <p>Download: Max</p> <p>Upload: Max</p> <p>Enquire</p>	<p>Need More?</p> <p>Bigger Packages:</p> <p>On Request</p> <p>Contact Us:</p> <p>Enquire</p>	

ALL PRICING IS STRICTLY SUBJECT TO DEBITORDER DEDUCTION ONLY.

Pricing is 15%VAT Inclusive.

Capped means there is a set limit to your internet usage.

Uncapped means there is a set limit to your internet speed (subject to our Acceptable & Fair Use Policy – A&FUP).

Why go Capped? Capped internet gives you a fixed amount of data that you can use (also called gigs or bandwidth), and the speed at which you can access the internet is dictated by the strength of your connection. Capped data has a higher quality priority on our network and is ideal for online gaming, VoIP, home, or business.

Why go Uncapped? Uncapped internet gives you an "up to x Mbps" connection, so you pay for the speed and not the amount of data you use. The data is shaped, contented and asynchronous.



SLA

R 99 pm

Line Rental

Enquire

www.ibits.co.za

UNCAPPED WIRELESS INTERNET

4MBPS

R 299 pm

Shaped with A & FUP

Download: Up to 4Mbps

Upload: Up to 2Mbps

Enquire

10MBPS

R 499 pm

Shaped with A & FUP

Download: Up to 10Mbps

Upload: Up to 4Mbps

Enquire

15MBPS

R 699 pm

Shaped with A & FUP

Download: Up to 15Mbps

Upload: Up to 6Mbps

Enquire

20MBPS

R 999 pm

Shaped with A & FUP

Download: Up to 20Mbps

Upload: Up to 8Mbps

Enquire

30MBPS

R 1199 pm

Shaped with A & FUP

Download: Up to 30Mbps

Upload: Up to 12Mbps

Enquire

40MBPS

R 1799 pm

Shaped with A & FUP

Download: Up to 40Mbps

Upload: Up to 16Mbps

Enquire

50MBPS

R 1999 pm

Shaped with A & FUP

Download: Up to 50Mbps

Upload: Up to 20Mbps

Enquire

75MBPS

R 2499 pm

Shaped with A & FUP

Download: Up to 75Mbps

Upload: Up to 30Mbps

Enquire

100MBPS

R 2999 pm

Shaped with A & FUP

Download: Up to 100Mbps

Upload: Up to 40Mbps

Enquire

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SLA antenna line rental

These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service

WIRELESS EQUIPMENT RENTAL

1. DEFINITIONS

1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

1.2 In these Wireless Equipment Rental Terms:

1.2.1 "Coverage Area" means coverage area falling within the signal radius of the Wireless Network;

1.2.2 "CPE Device" means the customer premises equipment which shall be installed by IBITS INTERNET on the exterior of Customer's premises;

1.2.3 "Equipment" means the CPE Device (including software, hardware, cables, connectors), which meets the requirements of the Wireless Equipment Rental selected by Customer in the Application Form and rented by IBITS INTERNET to Customer in terms hereof, to enable connectivity to the Wireless Equipment;

1.2.4 "Operator" means IBITS INTERNET

1.2.5 "Service Centre" means the Operator's support services center situated at: (i) Solomon Crescent, Wellington, 7655. IBITS INTERNET may have various data centers in its network.

1.2.6 "PECN" means private electronic communications network as defined in the Electronic Communications Act;

1.2.7 "Wireless Equipment" means a wireless link created within the Wireless Network which wireless link is connected between the CPE Device and the Wireless Network in order to: (i) enable the PECN; and (ii) enable access to and use of the Wireless Network by Customer via, the Wireless Equipment Rental;

1.2.8 "Wireless Equipment Fees" means the fees which are payable by Customer to IBITS INTERNET in respect of all fees and charges levied by the Operator to IBITS INTERNET attributable to the Wireless Equipment including, but not limited to application, installation maintenance, support and repair fees;

1.2.9 "Wireless Equipment Rental" means the wireless services contemplated in this Agreement, which IBITS INTERNET renders to Customer in accordance with Customer's choices, as set out in the Application Form under such heading or description comprising of: (i) the leasing of the Wireless Equipment to Customer; (ii) configuration of the Equipment; and (iii) the management of the Wireless Link on behalf of Customer, as contemplated below;

1.2.10 "Wireless Network" means the wireless network connection operated by Operator in the unlicensed frequency spectrum in accordance with the provisions of the ECA, over which the Wireless Link is created in order to ensure a secure private link over a public/private network required for the provision of the Wireless Equipment Rental.

2. DURATION

2.1 Either Party may terminate Wireless Equipment Rental at the end of the 3 month period by giving the other Party 1 (one) calendar month written notice of termination prior to the end of the Initial Period.

2.2 If neither Party has given notice as contemplated in clause 2.1 above, Wireless Equipment Rental shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Wireless Equipment Rental on 1 (one) calendar months written notice to the other to that effect.

2.3 Notwithstanding any provisions to the contrary in the Agreement, IBITS INTERNET shall (without payment of any penalty of whatsoever nature), be entitled to terminate Wireless Equipment Rental at any time (during the Initial Period or any renewal period thereof) on 30 (thirty) day's written notice to Customer;

2.3.1 Should the Coverage Area be compromised; or

2.3.2 if the quality of the Wireless Link or the operation of the Wireless Network is adversely affected due to any act or omission of Customer; or

2.3.3 Should IBITS INTERNET's agreement with the Operator terminate for whatever reason; or

2.3.4 Should IBITS INTERNET suspend or terminate its wireless network deployment for whatever reason; or

2.3.5 should IBITS INTERNET be required to do so by ICASA or in terms of any relevant legislation applicable to the usage of the unlicensed spectrum; or

2.3.6 Upon request thereto by other telecommunication service providers due to breach by Customer of any of the terms and conditions applicable to the access and/or use of the Wireless Link; or

2.3.7 should Customer's access and/or use of Wireless Equipment be in contravention of this Agreement or IBITS INTERNET's policies and/or any applicable legislation; and/or

2.3.8 Should the regulator make changes to the unlicensed spectrum which impacts on the provision of the Wireless Equipment Rental, Wireless Network and/or Wireless Link.

2.4 IBITS INTERNET shall have the right at any time, and without liability, to immediately suspend its provision of the Wireless Equipment Rental and continue to charge Customer therefore, if it is notified by the Operator that-

2.4.1 In the Operator's opinion, the quality of the Wireless Link may be or is impaired, or otherwise adversely affected, due to any act or omission of Customer;

2.4.2 Any Equipment has been reverse engineered, decompiled, modified or tampered with in any way;

2.4.3 Non-payment in terms of this Agreement of any Service Fees payable;

2.5 Upon termination of the Wireless Equipment Rental for any reason whatsoever Customer shall provide IBITS INTERNET with the necessary co-operation and assistance to arrange for the removal of the Equipment from Customer's premises.

3. PAYMENT

3.1 Customer shall pay IBITS INTERNET the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.

3.2 The Wireless Equipment Fees payable by Customer shall form part of the Service Fees and all provisions in the Agreement relating to the payment of the Service Fees will be applicable to the Wireless Equipment Fees. IBITS INTERNET may include such Wireless Equipment Fees in the Service Fees even if it is not due or paid by IBITS INTERNET to the Operator yet, provided that the Operator has invoiced IBITS INTERNET for such fees and charges.

3.3 Should Customer move and/or relocates to a different location and/or premises, IBITS INTERNET shall charge Customer for the moving and/or relocation of the Equipment to new premises and/or location which includes without limitation the: (i) on-site survey fees; (ii) Equipment and/or Wireless Equipment installation fees; and/or (iii) set up fees. The aforementioned fees shall be included in Customer's monthly invoice, which shall be payable by Customer in accordance with the provisions of the General Terms.

manage the installation project on Customer's behalf; (ii) prepare the premises and/or the area where installation will be done for installation purposes; and (iii) notify its staff, other tenants/owners on the premises, the landlord and/or governing bodies (where relevant) about the installation date and time.

5.7.3 In the case of rented premises the landlord and/or governing body(ies) have given Customer the necessary written approvals to allow IBITS INTERNET to commence and perform the Installation Work.

5.7.2 In the case of rented premises the landlord and/or the governing body(ies) are aware of: (i) the installation work to be done; (ii) what such installation entails; and (iii) the installation date and time; and

5.7 Customer warrants that:

5.7.1 The premises and/or the area where installation will be done, meet the requirement of the Occupational Health and Safety Standards;

5.8 Customer hereby indemnifies IBITS INTERNET and/or the Operator against all losses or damages it sustains or incurs as a result of breach by the Customer of the warranties contained in this clause 5.

5.9 IBITS INTERNET and/or the Operator including any of their respective agents or contractors shall on the installation date and during hours, attend to:

5.9.1 The installation of the Equipment; and

5.9.2 Set-up and/or configuration of the Equipment.

5.10 Customer shall allow IBITS INTERNET and/or the Operator including their agents or contractors, all reasonable access to Customer's premises and/or property for the purposes set out in clauses 5.9.1 and 5.9.2 above. A signed confirmation by Customer (including his/her/its employee, representative, carrier, agent or nominee), that installation and set-up and/or configuration of the Equipment was done shall constitute proof that it was done according to specification and Agreement.

5.11 IBITS INTERNET may be required to: dig, drill, remove pavement, carpets, tiles, and ceilings, apply glue or perform any other act in order to install the Equipment ("Installation Work"). Customer hereby gives IBITS INTERNET the permission to perform such Installation Work.

5.12 IBITS INTERNET will use reasonable commercial endeavors to ensure that the Installation Work is performed in a professional manner without causing any damage to Customer's or any other third party's premises or property.

5.13 IBITS INTERNET cannot guarantee that work will be performed without errors, faults and/or causing damages of whatsoever nature to Customer's or any other third party's premises or property.

5.14 In the event of any such damage to Customer's or any other third party's premises, installation area or property, Customer shall indemnify IBITS INTERNET and/or the operator from any claim arising as a result of such damage and Customer shall not hold IBITS INTERNET and/or the Operator including their contractors and/or agents liable under any circumstances, for any loss, damage, costs or expense whatsoever caused by or arising in any manner whatsoever from any action or omission of IBITS INTERNET, the Operator and/or its contractor's.

5.15 Customer shall when required, allow IBITS INTERNET and/or Operator including their respective agents all reasonable access to its premises for the purposes of the re-installation, re-set-up, re-configuration and maintenance and repair of the Equipment.

5.16 IBITS INTERNET shall be entitled to change the Wireless Equipment Rental Services (which may include without limitation the amendment of the technical parameters and/or specification relating to the Wireless Equipment Rental), at any time during the Initial Period and/or any renewal thereof on 30 (thirty) days written notice to Customer.

5.17 Customer may not terminate Wireless Equipment Rental, other than as contemplated in clause 2 above, should such Wireless Link not be available to Customer at any stage during the term of Wireless Equipment Rental for any reason whatsoever.

5.18 The provision and/or availability of the Wireless Equipment Rental are inter alia subject to the operation of the Wireless Network and the Wireless Link.

5.19 Notwithstanding anything that might indicate the contrary, Customer shall at all times comply with all terms and conditions and/or limitations imposed by IBITS INTERNET on the Wireless Link including Wireless Network for the duration of the Wireless Equipment Rental.

5.20 The Customer shall at all times comply with all terms and conditions and/or limitations imposed by IBITS INTERNET on the Wireless Link including Wireless Network for the duration of the Wireless Equipment Rental.

6. EQUIPMENT RENTAL

6.1 IBITS INTERNET hereby leases the Equipment to Customer who accepts such rental.

6.2 The Equipment will at all times remain the property of IBITS INTERNET and Customer agrees that he/she/it will never become owner of the Equipment.

6.3 The Equipment shall at all times be regarded as a movable property and shall not become part of the property.

6.4 IBITS INTERNET shall have the right to enter Customer's premises in order to remove the Equipment upon termination of the Wireless Equipment Rental.

6.5 IBITS INTERNET shall at its own costs and expense deliver the Equipment at Customer's premises. A signed delivery note by Customer (including his/her/its employee, representative or nominee) shall constitute proof that the Equipment was delivered to and received by Customer in good condition.

6.6 Upon delivery of the Equipment as envisaged in clause 6.5 above, Customer shall bear all risk of loss, theft, damage and/or destruction of the Equipment while housed at Customer's premises for an amount equal to the full replacement value thereof. Customer shall make its own arrangements regarding the insurance of the Equipment.

6.7 Customer shall not allow any third party to take possession of the Equipment unless duly authorized thereto by IBITS INTERNET. Should any third party take possession of the Equipment without the said authorization, the replacement value thereof shall immediately be due and payable by Customer.

6.8 If the premises at which the Equipment will be installed are rented:

6.8.1 Customer shall:

6.8.1.1 Advise IBITS INTERNET in writing of the name and address of the landlord as well as any changes thereto;

6.8.1.2 Not move the Equipment without IBITS INTERNET's prior written consent;

6.8.2 Customer warrants that the landlord and/or governing body(ies) have been informed that the Equipment belongs to IBITS INTERNET and can therefore not be subject to a lien or landlord hypothec. Customer hereby indemnifies IBITS INTERNET against all losses or damages it sustains or incurs as a result of breach by the Customer of the warranty contained in this clause.

6.9 Customer shall only use the Equipment in conjunction with the Wireless Equipment Rental Services. Under no circumstances will Customer or anyone else be allowed to: (i) access and/or tamper with the Equipment, (ii) Move the Equipment to any other location and (iii) use the Equipment for any other purpose.

6.10 Access to the Equipment shall be restricted to IBITS INTERNET's

6.11 Customer shall use the Equipment solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, sell, re-sell, lease, sub-lease and/or lend the Equipment in any manner whatsoever to any third party without IBITS INTERNET's prior written consent.



4. WIRELESS NETWORK AND WIRELESS EQUIPMENT

4.1 In order to have access to the Wireless Network, a Wireless Link is required and for these purposes, IBITS INTERNET will contract directly with the Operator, in its own name, for the provision of the Wireless Equipment.

4.2 The provision of the Wireless Equipment by IBITS INTERNET to Customer as envisaged above is subject to the approval of the Operator.

4.3 Wireless Equipment is provided subject to any terms that the Operator may impose from time to time.

4.4 Wireless Network is designed, created and operated over the unlicensed frequency spectrum.

4.5 a Wireless Link is created over the Wireless Network.

4.6 IBITS INTERNET will manage the Wireless Link including the Equipment on behalf of Customer.

4.7 Customer shall (without prejudice to IBITS INTERNET's rights to claim payment for any outstanding amount for the services rendered), not be entitled to terminate Wireless Equipment Rental should the Wireless Link remain unavailable due to an Uncontrollable Event. If an Uncontrollable Event continues for a period of more than 60 (sixty) days, then the Customer may terminate this Agreement by written notice to IBITS INTERNET by reason of such Uncontrollable Event.

4.8 The quality of the Wireless Link is dependent upon the quality and capacity available to the Wireless Network which is subject to any technological constraints affecting the Wireless Network. Customer shall therefore not be entitled to terminate Wireless Equipment Rental as a result of any impairment to the quality of the Wireless Link and/or quality and/or capacity of the Wireless Network which impacts on Customer's access and usage of the Wireless Equipment Rental.

4.9 Wireless Network including the Wireless Link are created over the unlicensed frequency spectrum and although IBITS INTERNET and the Operator uses reasonable commercial endeavors to: (i) ensure the: (a) operation; (b) availability; and (c) functionality of the Wireless Network including the Wireless Link; and (ii) , attend to any unavailability including failures and/or errors impacting on the Wireless Network, including the Wireless Link, in terms of any obligations placed on it in terms of this Agreement. IBITS INTERNET and the Operator do not represent, warrant or guarantee the operation, availability, capacity, or functionality of the Wireless Network including the Wireless Equipment.

4.10 Although IBITS INTERNET and the Operator uses reasonable commercial endeavors to ensure the security of the Wireless Link, IBITS INTERNET and the Operator do not in any manner whatsoever warrant, represent and/or guarantee the security of the Wireless Link. Customer is therefore advised to ensure the security of its network infrastructure.

4.11 IBITS INTERNET and the Operator shall not be liable under any circumstances for any loss or damage caused by or arising in any manner whatsoever from the: (i) unavailability of the Wireless Network,

of the Wireless Network and/or Wireless Link; and/or (iii) breach of the security of the Wireless Link and/or Customer's network infrastructure.

5. TERMS AND CONDITIONS SPECIFIC TO WIRELESS EQUIPMENT RENTAL

5.1 The Equipment will be rented to Customer subject to the provisions of clause 6 below.

5.3 Wireless Equipment Rental is provided subject to this Agreement and all relevant laws and regulations applicable from time to time.

5.4 IBITS INTERNET will only provide Customer with use of the Wireless Equipment Rental provided Customer pays the Services Fees set out in the Application Form.

5.5 Upon approval of IBITS INTERNET's application for the Wireless Link by the Operator, IBITS INTERNET shall notify Customer with regard to the installation date and time. IBITS INTERNET cannot guarantee the installation date and time, but will use reasonable efforts to ensure that the anticipated installation date and times are met. IBITS INTERNET will inform Customer as soon as possible if it is unable to attend a set appointment. Customer shall also not be entitled to cancel Wireless Equipment Rental or refuse to accept installation, set-up and or configuration of the Equipment as a result of IBITS INTERNET's failure to meet anticipated installation date and times.

5.6 Customer shall prior to the installation date:(i)appoint a designated person to

6.12 Customer shall ensure that IBITS INTERNET may at any time enter the premises where the Equipment is installed to inspect it, provided that IBITS INTERNET supplies Customer with reasonable prior notification of such.

7. NEW PREMISES AND/OR LOCATION

7.1 In the event that Customer moves and/or relocates to a different location and/or premises, IBITS INTERNET:

7.1.1 shall subject to the other provisions of this Agreement above, move and/or relocate Customer's Equipment to the new premises and/or location;

7.1.2 May extend Customer's Agreement to the same term that was originally selected by Customer in the Application Form.

7.2 Customer acknowledges that Wireless Network is not available everywhere.

7.3 Customer is responsible for ensuring that Wireless Network is available should Customer decide to move and/or relocate to another premises or locations.

7.4 Customer shall remain liable to pay the set up fees incurred by IBITS INTERNET to install, set up and/or configure the Equipment at the new location and/or premises.

7.5 Customer shall not be allowed to terminate Wireless Equipment Rental including the Agreement should Customer move to a location and/or premises where the Wireless Network is not available. In the event of termination, Customer shall remain liable to pay IBITS INTERNET for the remainder of the Initial Period or the renewal period, as the case may be, should Customer terminate Wireless Equipment Rental and/or the Agreement prior to the expiry of such Initial Period and/or renewal period.

8. SERVICE LEVEL AGREEMENT

8.1 IBITS INTERNET will provide Customer with Wireless Equipment Rental set out herein in accordance with this Service Level Agreement ("Service Level Agreement").

8.2 IBITS INTERNET will maintain a best effort service uptime of the Wireless Link

8.5 For the purpose of this Service Level Agreement:

8.5.1 Service usage uptime will be monitored by IBITS INTERNET's monitoring software and only with reference to IBITS INTERNET's network availability and UPS power.

8.5.2 Downtime, outage or interruption or unavailability of the Wireless Equipment Rental, as a result of, or caused by:

8.5.2.1 any outage, interruption or unavailability of the services or facilities of an external or third party telecommunications or network provider to which the IBITS INTERNET network infrastructure is connected;

8.5.2.2 Any outage, interruption or unavailability caused by Customer's hardware, software and/or applications;

8.5.2.3 Scheduled downtime for general, maintenance, enhancements, upgrades or modifications (or of an otherwise scheduled nature). IBITS INTERNET shall use its reasonable endeavors to minimize downtime periods.

8.5.2.4 An Uncontrollable Event;

8.5.2.5 any action or omission of the Customer, including without limitation, accidental damage, operator errors, abnormal operating conditions, the connection of unauthorized peripheral equipment, improper use, misuse, neglect or abuse of hosting service.

9.1 IBITS INTERNET will provide the monitoring service, and on a monthly basis provide usage reports via self-service login portal.

9.2 All installations and call outs at customer premises will be done during business hours Monday to Friday.

10. GENERAL EXCEPTIONS

10.1 IBITS INTERNET is under no obligation to support the following:

10.1.1 Any software problem or any defect caused by the negligence of Customer or its employees or agents;

10.1.2 Where service response may result in risk to the safety of the team attending to a service ticket raised;

10.1.3 Where service response may result in the team contravening any legal and/or safety guidelines or regulations, such as climbing masts in inclement weather;

10.1.4 In instances, where uptime disruptions is as a result of power outage and Customer has not implemented preventative measures such as uninterruptible power supplies or generators.

Important

Debit orders will be put through to www.sagepay.co.za from the 1st of a month. Expect deduction from the 1st between 1-3 days. No new package changes will be processed during those days. An initial 3-month-subscription since installation date. Thereafter (4th month since installation) the duration of this agreement is month to month, starting from the date the agreement was entered, automatically renewed unless terminated by either party by 1 (one) calendar month notice. Cancellations within month 1-3 since installation will still be liable for data used plus, SLA fees plus the first month's data received. This agreement may be terminated by failure of the customer to pay any monthly subscription or other fee charge due to the service provider timorously. We reserve the right to terminate/suspend unpaid services immediately and will reconnect as soon as the prepaid services are settled. Customer must liaise with our accounts department. There will be no refunds of subscriptions already paid to the service provider for the amount of services already rendered after service termination by either party. In the case of extended payment of the initial once-off costs of the equipment, the equipment will remain the property of IBITS INTERNET until paid in full. Prices in this agreement may be from time to time adjusted in accordance with market related increases/decreases and are to the sole discretion of IBITS INTERNET management. The use of IBITS INTERNET network services is the risk of the customer and damages to equipment, loss of data or virus/hacker attacks beyond our reasonable control are the responsibility of the customer. **Using any of IBITS INTERNET's services or products for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited. Any conduct that constitutes bad publicity (eg. social media), harassment, fraud, threats, stalking, abuse, or a violation of export restriction in connection with use of IBITS INTERNET's services or products is prohibited and will be dealt with by our appointed legal entity.** IBITS INTERNET is a private company and not publicly owned. Using the IBITS INTERNET's network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited. The customer acknowledges that they remain solely responsible for their own security and privacy and for any data being transferred through the radio link. Customers are strongly advised to install firewalls and anti-virus software for their own protection. The customer is also responsible to manage their own security key on wireless access point. The customer should be aware that there may be instances beyond our reasonable control regarding the availability of the service. Without limitation of afore going, the customer expressly acknowledges that the service provider is reliant on service from third parties the performance of which is beyond its control. Services are sold as a "best effort" service. Technology and Communication is an ever developing process and therefore all matters and factors must be taken into consideration. IBITS INTERNET will comply to the consumer act (POPI) as set out and demanded by law and therefore will not have any interest or responsibility with regards to a customer's email or wifi router password (according to the law on protection of private information). IBITS INTERNET does not offer ANY IT services and will therefore advise and refer the customer to IT/Network specialists where applicable for further developments. IBITS INTERNET does not form part of any other service agreement from any other party selling or delivering its services to a customer. Various bandwidth monitoring programs are available on downloads as per www.google.com and it is for the customer's own management and discretion to monitor data usages. IBITS INTERNET only delivers the wireless link and data package to the customer's premises on an online and prepaid principle.

Terms and conditions may be altered by the service provider from time to time. Refer to www.ibits.co.za for updates.



Mandatory Debit Order Authorisation

Debit order runs from the 1st of a month

BANK DEBIT ORDER INSTRUCTION

Registered Name: IBITS INTERNET (Pty) Ltd Registration Number: 2013/132128/07

Name : _____ Contract Date : _____
Address : _____ Contract No. : _____
_____ Debit Amount : **AS INVOICED**
_____ Commencement Date: _____
Contact No : _____ Abbreviated name as
registered with the bank **IBITS**
:

Dear Sirs/Madams. The details of my/our account are as follows:

BANK : _____
BRANCH
TOWN : _____
BRANCH NO : _____
ACCOUNT
NAME : _____
ACCOUNT NO
: _____
TYPE OF A/C : (savings, current, transmission)

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows

For your monthly subscriptions:

i. On the 1st day ("payment day") of each and every month commencing on _____ (month). In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;

For any other obligations as invoiced:

vii. Weekly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

MANDATE

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

CANCELLATION

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

ASSIGNMENT

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed _____ at _____ on this _____ day of _____ 2018

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

